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AGREEMENT MADE BY
AND BETWEEN
PRINCE GEORGE'S COUNTY, MARYLAND
AND
FRATERNAL ORDER OF POLICE
PRINCE GEORGE'S COUNTY LODGE 89, INC.

July 1, 2003 through June 30, 2005

Interest Arbitration Award

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PREAMBLE AND RECOGNITION

A. PREAMBLE

This Agreement is entered into by and between the Prince George's County Government, hereinafter referred to as the "County," and Fraternal Order of Police Prince George's County Lodge 89, Inc., hereinafter referred to as "F.O.P. 89," and has as its purpose the promotion of harmonious relations between the County and F.O.P. 89, the establishment of an equitable and peaceful procedure for the resolution of differences, and includes the agreement of the parties on the standards of wages, hours, and other conditions of employment for the employees covered hereunder.

B. RECOGNITION

The County recognizes F.O.P. 89 as the sole and exclusive bargaining agent of the sworn employees of the Prince George's County Police Department for which it is certified by the Prince George's Public Employee Relations Board for the purpose of negotiating matters of wages, hours, and other terms and conditions of employment, to wit:

Unit One - Police Officer, Police Officer First Class, Police Corporal

Unit Two - Police Sergeant, Police Lieutenant

ARTICLE 1 -- MANAGEMENT RIGHTS AND NONDISCRIMINATION

Section 1.01 Management Rights.

The County has and retains the sole right and responsibility to administer the Police Department to meet the obligations established by Federal and State law, County Charter or County laws and resolutions. Such right and responsibility is limited only to the extent specifically modified in this Agreement.

Section 1.02 Nondiscrimination.

The provisions of this Agreement shall be applied equally to all employees without discrimination on the basis of race, color, creed, sex, sexual orientation, marital status, religious, union or political affiliation, country of origin, age, or disability.

ARTICLE 2 -- ORGANIZATIONAL SECURITY

Section 2.01 F.O.P. 89 Membership.

All employees covered by this Agreement who are members of F.O.P. 89 or who elect to become members of F.O.P. 89 shall, pursuant to Section 2.02, remain members of F.O.P. 89 for the duration of this Agreement. Except as provided immediately below, all employees covered by this Agreement who elect not to become members of F.O.P. 89 shall be required, as a condition of continued employment, to pay a service fee in an amount not greater than the dues paid by

members of F.O.P. 89, which fees shall be remitted to F.O.P. 89. Notwithstanding any provision of this Agreement to the contrary, any employee covered by this Agreement who was employed on or before July 1, 1974, and who has never elected to become a member of F.O.P. 89, shall not be subject to the dues deduction and service fee provisions of this Article.

Section 2.02 Checkoff.

Upon the presentation by F.O.P. 89 of a list of the individual employees covered by this Agreement for each of whom F.O.P. 89 certifies to have on file a written authorization for dues deduction or service fee deduction duly executed by the employee, F.O.P. 89 shall be entitled to have such employees' membership dues or service fees deducted from their paychecks on a biweekly basis and remitted to F.O.P. 89 on a biweekly basis. Such authorization shall be irrevocable and automatically renewed from year to year thereafter unless revoked by the employee pursuant to Section 13A-108(c) of the Labor Code.

In addition, at the written request of F.O.P. 89, made a reasonable time in advance, the County shall deduct special assessments from the paychecks of F.O.P. 89 members covered by this Agreement from whom F.O.P. 89 certifies it has on file duly executed written authorization permitting the deduction of such assessments.

F.O.P. 89 agrees to hold harmless and indemnify the County for any liability arising from the application of this Article.

Section 2.03 F.O.P. 89 Leave.

Subject to the conditions set forth herein, employees covered by this Agreement may be granted administrative leave for official F.O.P. business, including attendance at workshops, conventions, conferences and seminars. In order for this leave to be granted, the President of F.O.P. 89 must deliver to the Chief of Police a written request for the leave at least ten (10) working days before the leave is to begin, except that the ten (10) day period shall be waived where there exist exigent circumstances that prevent giving ten (10) days of notice, and then the request must be submitted as soon as possible. The written notice must also, at a minimum, specify the employees for whom the leave is requested, the duration of the leave period and a brief description of the nature of the event for which this leave is requested. Administrative leave shall be limited to eight (8) F.O.P. 89 members for the purpose of attending national conventions and conferences and to ten (10) F.O.P. 89 members for the purpose of attending local and state conventions and conferences per fiscal year.

The County will provide an administrative leave bank of one thousand (1,000) hours per fiscal year for use pursuant to this Section 2.03. No administrative leave will be granted pursuant to this Section 2.03 when the one thousand (1,000) hours has been used up during a fiscal year, and any unused balance in the bank at the close of the fiscal year may not be carried forward for use during the next year. All requests for administrative leave pursuant to this Section 2.03 are subject to the approval of the Chief of Police or his designee. The parties agree that the F.O.P. will not request administrative leave under this Section for business or activities that are detrimental to the Department.

Section 2.04 F.O.P. 89 Communications.

Provided always that the distribution needs of the Police Department be paramount, F.O.P. 89 will be permitted to use the Police Department's courier service for distribution of Official F.O.P. 89 communications; however, the courier service will not be responsible for mass distribution of individually addressed communications. Further, the F.O.P. 89 Lodge will be designated as a pickup and delivery site for interdepartmental mail on the route of the courier service. The parties understand that the courier service will not be used for the delivery of packages.

Section 2.05 F.O.P. 89 Information Dispersal.

The County agrees to allow reasonable bulletin board space in each squad room for F.O.P. 89 newsletters, notices, and literature.

Section 2.06 Notice of Policy Change by County.

The County agrees to consult with F.O.P. 89 before making changes in general orders as defined by General Order 69-1 or benefits affecting employees.

Section 2.07 F.O.P. 89 President.

A. The President of F.O.P. 89 shall be granted a full-time leave of absence from his/her duties for the Police Department, but shall remain on the payroll of the Police Department for the purposes of performing full-time duties as President of F.O.P. 89. During such paid leave, the President shall continue to accumulate seniority and shall receive all benefits as if he/she were fully on duty including, but not limited to, pension accruals and fringe benefits. Effective Fiscal Year 2004, one additional officer shall be granted a full-time leave of absence from his/her duties for the Police Department. The same conditions granted above to the President of F.O.P. 89 shall be extended to this officer.

B. If the F.O.P. 89 President is absent from normal duties on approved leave for a period of more than three (3) consecutive days, the F.O.P. 89 President may designate in writing to the County an F.O.P. 89 Board Member who shall act as F.O.P. 89 President in his/her absence. The County agrees that upon receipt of written designation by the F.O.P. 89 President, the County will place on administrative leave the F.O.P. 89 Board Member so designated by the F.O.P. 89 President in lieu of the President for each day that leave is announced.

Section 2.08 F.O.P. Pins.

Employees shall be allowed to wear an F.O.P. pin on their official Police Department uniforms above their name tags.

Section 2.09 F.O.P. Lodge 89 PAC Deductions.

The County agrees to deduct on a biweekly basis from the payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Fraternal Order of Police Lodge 89, Inc. PAC fund. F.O.P. 89 agrees to indemnify and hold harmless the County from any loss or damages arising from the operation of this Section.

ARTICLE 3 -- COMPLIANCE AND WORKING CONDITIONS

F.O.P. 89 agrees that its members shall comply with County rules and regulations, including those relating to conduct and work performance, and that all employees represented by it shall maintain an attitude of civility and politeness to all citizens.

ARTICLE 4 -- WAGES

Section 4.01 Wages.

A. Cost of Living Adjustment.

Fiscal Year 2004: Effective the first full pay period beginning on or after January 1, 2004, employees covered by this Agreement will receive a two percent (2%) increase in their base hourly rates of pay.

Fiscal Year 2005: Effective the first full pay period beginning on or after January 1, 2005, employees covered by this Agreement will receive a two percent (2%) increase in their base hourly rates of pay.

B. Wage Scale for Police Officers.

The following modifications to the Uniform Wage Scale, also included in Attachment A, attached hereto, will become effective during Fiscal Year 2002:

Effective July 1, 2001, the rate for Step A, for the rank of Police Officer (L01), shall be increased by ten percent (10%). Each subsequent interval (Steps A to B, B to C, through N to O) on the Uniform Wage Scale for the rank of Police Officer (L01) will be reduced by one-half of one percent (0.5%).

Consequently, the following rates for the rank of Police Officer (L-01) will be established for Steps B through O on the Uniform Wage Scale:

- a. The rate for Step B, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step A.
- b. The rate for Step C, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step B.
- c. The rate for Step D, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step C.
- d. The rate for Step E, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step D.
- e. The rate for Step F, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step E.

- f. The rate for Step G, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step F.
- g. The rate for Step H, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step G.
- h. The rate for Step I, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step H.
- i. The rate for Step J, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step I.
- j. The rate for Step K, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step J.
- k. The rate for Step L, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step K.
- l. The rate for Step M, for the rank of Police Officer (L-01), shall be established two and one-half percent (2.5%) above the rate for Step L.
- m. The rate for Step N, for the rank of Police Officer (L-01), shall be established two and one-half percent (2.5%) above the rate for Step M.
- n. The rate for Step O, for the rank of Police Officer (L-01), shall be established two and one-half percent (2.5%) above the rate for Step N.

Effective July 1, 2001, the rates for Step A, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be increased by ten percent (10%). Each subsequent interval (Steps A to B, B to C, through O to P) on the Uniform Wage Scale for all other ranks will be reduced by one-half of one percent (0.5%).

Consequently, the following rates will be established for Steps B through P on the Uniform Wage Scale:

- a. The rates for Step B, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step A.
- b. The rates for Step C, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three and one-half percent (3.5%) above Step B.
- c. The rates for Step D, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step C.
- d. The rates for Step E, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step D.

- e. The rates for Step F, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step E.
- f. The rates for Step G, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step F.
- g. The rates for Step H, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step G.
- h. The rates for Step I, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step H.
- i. The rates for Step J, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step I.
- j. The rates for Step K, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step J.
- k. The rates for Step L, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established two and one-half percent (2.5%) above Step K.
- l. The rates for Step M, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established two and one-half percent (2.5%) above Step L.
- m. The rates for Step N, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established two and one-half percent (2.5%) above Step M.
- n. The rates for Step O, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established two and one-half percent (2.5%) above Step N.
- o. The rates for Step P, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established two and one-half percent (2.5%) above Step O.

The following modifications to the Uniform Wage Scale, also included in Attachment A, attached hereto, will become effective during Fiscal Years 2004 and 2005:

Effective July 13, 2003, for the rank of Police Officer, the old Step B (renamed Step A) shall be applied for zero to one and one-half (0-1.5) years of service, the old Step C (renamed Step B) shall be applied after one and one-half (1.5) years of service, the old Step D (renamed Step C) shall be applied after three (3) years of service, and so on. Effective July 13, 2003, for all ranks, Step D shall be established as three and one-half percent (3.5%) above the rate for Step C. Effective July 13, 2003, for the rank of Police Officer, Steps M&N shall be established as two and three-quarters percent (2.75%) above the rate for the prior step, and for all other ranks, Steps M, N, O and P shall be established as two and three-quarters percent (2.75%) above the rate for the prior step.

Effective January 9, 2005, for all ranks, Step C shall be established as five percent (5%) above Step B and Step P shall be established as three and one-tenth percent (3.1%) above Step O.

C. Merit Increases.

Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2003 through June 30, 2004, will receive it.

Employees covered by this Agreement who are otherwise eligible to receive a merit increase during the period from July 1, 2004 through June 30, 2005, will receive it.

Effective beginning on July 1, 1999, any police officer covered by this Agreement hired before July 1, 1996 who completes eighteen (18) years of actual and continuous service as defined in the Police Pension Plan but who is not at the step for his/her rank on the Uniform Wage Scale which reflects the completion of eighteen (18) years of service will be placed at that step on the date upon which the officer has completed eighteen (18) years of service, and the officer's anniversary date will be changed, if necessary, to reflect his/her date of hire.

Section 4.02 Contribution to Retirement Trust Fund.

Effective the first full pay period beginning on or after July 1, 1995, the employee contribution to the retirement trust fund shall increase from four percent (4%) to five and one-half percent (5.5%) of salary.

The pension contribution rate for officers hired after June 30, 1995 will be as follows: eight percent (8%) for the first five (5) years of employment; seven percent (7%) for the next five (5) years of employment; and thereafter the same rate as other officers.

Section 4.03 Group Health Insurance Coverage and Group Life Insurance Benefit (Beneflex).

Beginning with calendar year 2000, employees covered by this Agreement may participate in the County's Beneflex Program. The Beneflex Program will be an option for all officers and will be fully explained during seminars prior to the enrollment period toward the end of calendar year 1999.

A. The County shall contribute seventy-five percent (75%) to the cost of the County's point of service health insurance plan for any employee who elects to participate in the program plan. Participating employees shall contribute the remaining twenty-five percent (25%).

B. For those employees who elect to enroll in a pre-paid group health plan or Health Maintenance Organization (HMO), the County's contribution shall be equal to eighty percent (80%) of the cost of HMO coverage and the participating employee's contribution shall equal the remaining twenty percent (20%).

C. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

D. The County shall contribute ninety percent (90%) to the County deductible prescription drug and vision care programs for any employee or retiree who elects to participate in either

program. The participating employee or retiree shall contribute the remaining ten percent (10%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

The County has agreed to extend this provision regarding contributions to the County Deductible prescription drug and vision care programs to current retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting retirees constitute mandatory subjects of bargaining.

The County agrees to meet and consult with the F.O.P. for a reasonable period of time before implementing changes in health benefits provided to employees covered by this Agreement. The parties shall establish a committee for purposes of these discussions if either party deems it desirable.

E. Two dental plans are available to employees, the cost of which is paid by the employee if the employee elects to enroll in either of the plans.

F. Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

G. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to three thousand dollars (\$3,000.00) in a medical flexible spending account. The minimum that may be contributed to either account is ten dollars (\$10.00) per pay period for the 2000 Plan Year.

H. The County shall contribute one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum of one hundred thousand dollars (\$100,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred thousand dollars (\$700,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

The County agrees to meet and consult with the F.O.P. for a reasonable period of time before implementing changes in health benefits provided to employees covered by this Agreement. The parties shall establish a committee for purposes of these discussions if either party deems it desirable.

Section 4.04 Acting Pay.

When an employee below the rank of Captain is asked to assume, and does in fact assume the duties of a Sergeant (or higher rank) in an acting capacity for a period of ten (10) consecutive days or more (including scheduled days off, approved holidays, approved sick leave of two (2) days or less, and approved emergency annual leave, but excluding time for which an employee is otherwise on leave status), he/she shall receive, retroactive to the first (1st) day in the acting capacity, a rate of pay equal to the rate he/she would receive upon promotion to the acting rank, and he/she shall continue to be paid at that rate until relieved of the position by the person for

whom he/she is acting, or by a person of rank equal to that position, or by a superior authority, except he/she shall not receive acting pay after being on leave status for more than five (5) consecutive days, and provided further that no acting pay is authorized for any employee who is acting in the absence of another employee who is on extended approved leave for the purpose of F.O.P. 89 business.

Acting Pay Pending Promotions: All vacancies caused by permanent departure from the Department -- retirement, discharge or promotion -- will be filled within ninety (90) days of the vacancy or within ninety (90) days of the establishment of an eligibility list, whichever occurs later, or the first person on the eligibility list (or subsequent persons depending on the number of vacancies) will be paid as if he, she or they had been promoted from the ninety-first (91st) day on. If the eligibility list is not established until more than ninety (90) days after the vacancy, then all vacancies will be filled (or the appropriate person(s) on the eligibility list will be paid acting pay) upon the establishment of the eligibility list. The Department has the authority to eliminate the position during the ninety (90) day period; but if the position is restored, the first person on the promotional list (or subsequent persons depending on the number of vacancies) will be paid as if he, she or they had been promoted from the ninety-first (91st) day on. Upon the establishment of an eligibility list, the County will provide to the F.O.P. a list of the names of officers, in order of finish but without scores, on each final eligibility list.

The Department and F.O.P. 89 agree to continue the past practice governing the relationship between the disciplinary process and promotional process. An otherwise eligible candidate for promotion who is under investigation that could lead to serious disciplinary action (defined as discharge from employment suspension from employment without pay or benefits, or demotion in rank) shall have his or her promotion held in abeyance pending the final outcome of the investigation and the imposition of any serious disciplinary action. During that period, the next candidate on the eligibility list will be offered the acting position as a temporary position and will be entitled to acting pay under Section 4.04. If this candidate refuses the transfer to acting position, the Department will not be required to offer the acting position to the next candidate on the eligibility list and contractual obligations will be satisfied so long as another officer is given the acting position and acting pay. Once the final outcome of the investigation and disciplinary action is known and the first candidate is deemed qualified for promotion, he or she will be promoted retroactive to the date that he or she would otherwise have been entitled to the promotion had an investigation had not been commenced or continued. The promoted candidate will assume the vacancy and the next candidate, who temporarily assumed the vacancy in an acting role, will be returned to his or her previously held position, if at all feasible, or to the most similarly situated position available in the Department.

Section 4.05 Standby Pay.

An officer who is directed by management to stand by during off duty hours and who does stand by as directed shall receive twelve and one-half percent (12.5%) of the officer's base hourly straight-time rate for all hours on standby, provided, however, that an officer who is called back to active duty while on standby shall receive no standby pay for up to a sixteen (16) hour period of time that the employee was on standby.

Section 4.06 Call-Back Pay.

An employee who is called back to work from off-duty and does in fact perform duties on behalf of the Prince George's County Police Department during his/her normal off-duty hours shall be paid for a minimum of three (3) hours at one and one-half (1.5) times his/her regular rate of pay. This provision shall not apply to administrative hearings or disciplinary procedures. However, management will attempt to schedule such hearings and/or procedures during the normal duty hours of the officer, or at a time mutually agreeable to both parties.

Where an officer is required by the Department to appear as a witness on behalf of the Department at a Trial Board or at a Joint Appeal Board pursuant to Article 14 (Promotion Procedures), the Department, where feasible, will adjust the officer's work schedule to permit the officer to appear during scheduled work hours. Where that is not feasible, the officer will be compensated in compensatory leave at the straight-time rate for the time the officer is required by the Department to appear unless applicable Federal or State Law requires otherwise. When the Department requires an officer to attend a trial board during off duty hours as a witness on behalf of the charged officer, the witness will receive compensatory leave at the straight-time rate for the time he/she is required to attend the trial board.

Section 4.07 Holiday Administration.

A. Holidays and Holiday Compensation. The Personnel Law establishes the regular holidays for County employees including those employees covered by this Agreement.

"Police Memorial Day" will be recognized and observed on May 15 of each year as a County holiday for employees covered by this Agreement.

Eligible employees shall receive straight-time pay for each of the designated holidays on which they perform no work.

Officers who work on a core holiday (New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day) shall be paid at two (2) times their regular rate of pay for each hour worked (except overtime), but shall not receive another day off. Any overtime performed by an employee on a holiday shall be compensated in accordance with the employee's regular overtime rate (i.e., no pyramiding).

If the officer works on any of the remaining holidays, the officer may elect to receive one and one-half (1.5) times the officer's base rate of pay plus one-half (1/2) of the number of hours in the officer's normal daily work schedule in annual leave or to receive straight time for hours worked plus compensatory leave at the straight time rate for hours worked plus annual leave for one-half (1/2) of the number of hours worked.

If the holiday falls on the officer's normally scheduled day off, the officer will not receive an extra day's pay, but the officer may elect another day off or one-half (1/2) the number of hours in the officer's normal daily work schedule in annual leave.

B. Holiday Work Scheduling

1. Bargaining unit members assigned to work shift work in the Bureau of Patrol are entitled to the opportunity to work all holidays on which they are normally scheduled to work, and will be paid for these holidays actually worked pursuant to the provisions of subparagraph A of this Section 4.07.
2. Bargaining unit members assigned to the Bureau of Support Services, except for the Informational Services Division, are entitled to the opportunity to work at least seven (7) holidays during each fiscal year, provided that the holidays fall on their regularly scheduled work days, and will be paid for those holidays actually worked pursuant to the provisions of subparagraph A of this Section 4.07. The determination as to which observed holidays bargaining unit members covered by this subparagraph B.2. are actually scheduled to work will be determined by the Department, consistent with operational needs. The seven (7) holidays referenced in this subparagraph are meant as a minimum, and officers covered by this subparagraph may be scheduled by management to work more than seven (7) holidays in a year when needed.
3. Bargaining unit members assigned to the Bureau of Administration, the Informational Services Division, the Office of the Chief, or the Bureau of Patrol in a non-rotating shift function, are entitled to the opportunity to work at least four (4) holidays during each fiscal year and will be paid for those holidays actually worked pursuant to the provisions of subparagraph A. The determination as to which observed holidays bargaining unit members covered by this subparagraph B.3. are actually scheduled to work will be determined by the Department, consistent with operational needs.

C. Holiday Observance. Whenever Christmas Day, New Year's Day or July 4th falls on a weekend and is celebrated by the County on the preceding Friday or following Monday, employees who work either on the day the holiday falls or on the day it is celebrated shall be entitled to subparagraph A above. Employees who work both the day the holiday falls on and the day it is celebrated shall be entitled to subparagraph A benefits only as to the first (1st) such day worked.

Section 4.08 Overtime Pay.

Any employee, in either bargaining unit, who works in excess of eighty (80) hours in a pay period, shall have the option of receiving pay at the rate of one and one-half (1 1/2) hours for each overtime hour, or receiving compensatory time at the rate of one and one-half (1 1/2) hours of each hour worked.

Section 4.09 Shift Differential.

A. A shift differential shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 2200 hours to 0800 hours) to each employee specifically assigned to work the first (1st) shift. Effective the first full pay period beginning on or after July 1, 2003, the first (1st) shift differential will be increased to two dollars and seventy cents (\$2.70) per hour. Effective the first full pay period beginning on or after July 1, 2004, the first shift differential will be increased to two dollars and eighty cents (\$2.80) per hour.

B. A shift differential shall be paid for all time worked on the third (3rd) shift (i.e. the evening shift, beginning at 1500 hours) to each employee specifically assigned to work the third (3rd) shift. Effective the first full pay period beginning on or after July 1, 2003, the third shift differential will be increased to one dollar and sixty cents (\$1.60) per hour. Effective the first full pay period beginning on or after July 1, 2004, the third shift differential will be increased to one dollar and seventy cents (\$1.70) per hour.

C. The shift differential provided for in this Article 4 shall not be considered to be part of the employee's base rate, nor shall they be applied to pay for non-productive hours such as holiday pay and annual and sick leave pay, nor shall they be used for the purpose of computing retirement deductions, retirement and insurance benefits, or educational incentive pay.

D. When the hours worked fall within the third (3rd) and first (1st) shifts, the employee shall be paid for all such hours at the shift differential rate which coincides with the majority of the hours worked, except that if exactly half the hours worked are in each of the third (3rd) and first (1st) shifts, the higher differential rate shall apply for the entire number of hours worked.

E. Any employee specifically assigned to the second (2nd) shift (i.e., the day shift - 0700 hours to 1700 hours) shall not be entitled to a shift differential.

Evening shift differential commences at 1500 hours (3:00 p.m.), as long as four (4) or more hours of the normal workday fall after 1500 hours. For example, a workday commencing at 1200 hours and ending at 2000 hours entitles the employee to payment for five (5) hours of evening shift differential. The following table depicts this payment schedule:

<u>Hours Worked</u>	<u>Hours Paid Evening Shift Differential</u>
0900-1700	0
1000-1800	0
1100-1900	4 (4 hours past 1500)
1200-2000	5 (5 hours past 1500)
1300-2100	6 (6 hours past 1500)
1400-2200	7 (7 hours past 1500)
1500-2300	8

Section 4.10 Court Time Compensation.

The following provisions govern compensation for court time when an officer is off duty:

A. When an officer is required to attend Court or judicial proceeding while off duty, said officer shall be paid at time and one-half his/her normal rate of pay and shall be guaranteed a minimum of three (3) hours pay at time and one-half (i.e., four and one-half (4 1/2) hours).

B. In determining the number of hours beyond three (3) that an officer is entitled to, the clock shall begin to run when an officer is first required by subpoena or otherwise to attend court or judicial proceedings and shall continue without interruption throughout the day until the end of the last court appearance of the officer that day.

C. For court time beyond three (3) hours, the officer shall be compensated in thirty (30) minute segments as described below:

<u>Time Beyond 3 Hours</u>	<u>Hours of Pay Pursuant to Paragraphs 2 & 3</u>
0-15 minutes	0
16-45 minutes	30 minutes
46-60 minutes	60 minutes

D. An officer may elect to take compensatory time in lieu of compensation for all hours or partial hours earned.

E. An officer has sixty (60) days to use such court earned compensatory time. If the officer does not use or is unable to use such compensatory time within sixty (60) days or if he/she is denied the use of compensatory time on two (2) occasions, he/she shall be entitled upon request to receive court time compensation payable in the manner described above.

F. An officer involved in court or judicial proceedings during a regular assigned tour of duty and required to remain at the proceedings as an extension of his/her normal work day shall receive overtime pursuant to Section 4.08 of this Agreement.

G. An officer who is required to attend Court or a judicial proceeding while off duty and who would otherwise be eligible for court time compensation under Section 4.10 may elect to remain on telephone standby without compensation so long as the officer makes the necessary arrangements with the State's Attorney's Office.

Section 4.11 Workweek.

The workweek is the seven (7) consecutive day period commencing at 12:01 a.m. Sunday, and ending the following Saturday midnight. The standard number of hours in a workweek shall be forty (40) hours. Although full-time employees assigned to shift work may not work exactly forty (40) hours in a workweek, the number of hours in the workweek of employees on such rotating shifts shall average forty (40) hours a week over the year.

Section 4.12 Field Training Officer Compensation.

Employees covered by this Agreement will receive a differential for all hours in which they serve as a Field Training Officer, with this differential to be paid biweekly. Effective the first full pay period beginning on or after July 1, 2003, the differential paid to Field Training Officers will be increased to one dollar and fifty cents (\$1.50) per hour. Effective the first full pay period beginning on or after July 1, 2004, the differential will be increased to one dollar and sixty cents (\$1.60) per hour.

Section 4.13 Fitness Indicator Test (FIT) Program.

Based on the standards in effect on March 1, 1989, the County will compensate employees who pass (minimum score of two (2)) the four (4) objective components (run, sit-ups, push-ups and flexibility) of the annual Fitness Indicator Test according to the following schedule:

Average score of 3 or better -- \$100.00
Average score of 4 or better -- \$200.00
Average score of 5 or better -- \$400.00

The FIT Program is a voluntary program for incentive pay.

Section 4.14 Physical Agility Test.

Officers hired on or after July 1, 2001 must successfully pass the Physical Agility Test in effect as of January 1, 2001 as described in Attachment C of this Agreement. Successful completion of this test shall be mandatory for officers seeking merit or promotional salary increases.

Effective July 1, 2001, an employee's test results will be maintained in both his/her official and his/her departmental personnel files.

The County agrees to hold harmless and indemnify FOP 89 for any liability arising from the application of this Section.

ARTICLE 5 -- LEAVE

Section 5.01 Sick Leave and Bereavement Leave.

Sick leave and bereavement leave policies shall be administered in accordance with the Personnel Law, except that the first three (3) days of bereavement leave taken upon the death of a parent, spouse or child will be administrative leave rather than sick leave.

Section 5.02 Annual Leave.

Except as provided otherwise in Section 5.02 or 5.03, herein, annual leave policies shall be administered in accordance with the Prince George's County Personnel Law.

A. A maximum of three hundred sixty (360) hours of accumulated annual leave earned beginning with the first pay period in the 1997 leave year (i.e., January 5, 1997) may be carried over from one leave year to the next by an employee (i.e., new annual leave).

B. An employee shall be allowed to carry over annual leave earned as of the last full pay period in leave year 1996 (i.e., old annual leave) even if such accumulated amount is in excess of the maximum allowed in Subsection A, above or in excess of the 130 day maximum formerly allowed in Section 5.02.

C. Effective beginning with the 1997 leave year, new annual leave in excess of the three hundred sixty (360) hours limit at the end of a leave year will automatically convert to new sick leave. The Police Pension Plan shall be amended to provide that new sick leave converted from annual leave under this subparagraph, up to a combined total for each officer of one thousand forty (1,040) hours of annual leave and this new sick leave, may be used to purchase pension credit at the rate of forty (40) hours for each month of pension credit.

Section 5.03 Sick and Annual Leave Disposition Upon Separation.

Effective beginning with the 1997 leave year (i.e. January 5, 1997), the annual and sick leave balances accumulated by an employee shall, upon the employee's separation from employment be liquidated in the following manner:

1. The employee may elect to retain all or any portion of the employee's sick and annual leave balances credited to the employee's leave record for the period of time equal to the employee's eligibility for reappointment as determined in accordance with Section 16-148 (a) (8);
2. The employee may elect to apply all or any portion of the employee's sick and annual leave balances to employment elsewhere, provided another employer has agreed to accept accumulated sick or annual leave balances for credit on behalf of the employee.
3. The employee may elect to receive cash payment for all or any portion of the employee's annual leave balance in an amount equal to the total number of unused annual leave hours multiplied by the employee's final base hourly rate of pay, subject to the following:

A. Upon separation from employment, employees who participate in the pension plan may elect to receive a cash payment for the remainder of their annual leave hours that were accumulated as of the end of the 1996 leave year or for up to three hundred sixty (360) hours of accumulated annual leave, whichever is greater. Any remaining amount would be applied toward service credit in the pension plan as provided in Paragraph I. of Article 23 of this Agreement.

B. Notwithstanding subparagraph 3.A., immediately above, upon separation from employment because of service-related disability, an employee with less than twenty (20) years of service will be permitted to receive payment for all annual leave (old and new).

4. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused sick leave accumulated as of the end of the 1996 leave year at two and one-half percent (2.5%) for each year of service (through the date of separation) at the employee's base hourly rate of pay as of the date of separation but not to exceed the highest rate of pay for a police lieutenant in July, 2001-- that is, \$36.6233 per hour. However, if a police officer with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifth percent (50%) cash-out of unused accumulated sick leave as of the end of the 1996 leave year.

5. For individuals who participate in the pension plan, sick leave earned beginning with the 1997 leave year (i.e., new sick leave) is not subject to cash payment upon separation, but is available to purchase service credit under the pension plan as provided in paragraph I. of Article 23 (Pension Plan) of this Agreement. However, officers whose employment terminates because of death are eligible for cash payment for all sick leave earned, including sick leave earned beginning with the 1997 leave year, at the rates set forth in paragraph 4., immediately above.

6. Notwithstanding any provision in this section to the contrary, an employee who is involuntarily separated from employment with the County for disciplinary reasons is not entitled to any payment for unused sick leave.

Section 5.04 Leave of Absence.

Leave without pay may be granted for up to one (1) year when just cause for such leave is shown by the employee. Such leave shall be requested in writing and shall be subject to approval of the Chief of Police or his designee and such approval shall not be unreasonably withheld. The Chief of Police has the right to set reasonable limits on such leaves.

Section 5.05 Family and Medical Leave.

Employees covered by this Agreement are entitled to family and medical leave as provided in the County Personnel Law.

Section 5.06 Discretionary Leave.

A. Employees covered by this Agreement shall be eligible for sixteen (16) hours of Discretionary Leave per wage reporting year. Discretionary Leave may be taken in one (1) hour increments, must be requested and approved in advance, and unused Discretionary Leave cannot be carried over from one year to the next.

B. Employees covered by this Agreement who have been employed as Prince George's County Police Officers for ten (10) or more years shall be eligible for fourteen (14) hours of Discretionary Leave per wage reporting year in addition to the sixteen (16) hours of Discretionary Leave described in subparagraph A above, subject to the same limitations described in subparagraph A above.

Section 5.07 Disability Leave.

Disability leave policies shall be administered in accordance with the Personnel Law, provided, however, that, for good cause shown, the Personnel Officer may grant up to two (2) additional ninety (90) day periods of disability leave to an officer who has petitioned the Police Chief and has received the Chief's recommendation for additional leave.

Effective with the enactment of the new labor agreement for Fiscal Year 1990, the Department will designate someone from Management who will have responsibility for making a preliminary determination as to whether an injury qualifies for disability leave. The Department will make good faith efforts to make the determination within two (2) working days after all reports and necessary documentation are submitted for review.

When an employee is injured on the job and unable to work, the employee will be placed on disability leave. Where the illness or injury subsequently is determined to be non-service connected or of such a nature as not to require the employee to remain off of work, the employee will be returned to work but not back charged sick or annual leave for the period of time the employee was on disability leave.

During the first year of this Agreement, the parties will participate with representatives of Risk Management, the Office of Personnel and Labor Relations and the Office of Law in a Joint Study Committee to review and recommend more efficient ways to administer the County's disability leave policy on a departmental wide basis.

Section 5.08 Additional Leave Provision.

When the County Executive closes the County offices for an entire day or any portion thereof, because of extreme inclement weather, other emergencies producing hazardous conditions, or for any other reason, essential employees covered by this Agreement will report to their established work sites and will be paid straight-time wages for hours worked on their regular work shifts. In addition, such employees who work their full regularly scheduled shift during the twenty-four (24) hour period beginning at 6:00 a.m. of the day of the full or partial closing shall be entitled to the number of hours of compensatory leave (up to ten (10) hours per employee per twenty-four (24) hour period depending on the employee's regular work schedule) equal to the number of hours of administrative leave granted to nonessential County employees. For purposes of this subsection, the County workday will be considered ended at 5:00 p.m.

If the employee is directed by the Employer to work any number of hours over and above the employee's regularly scheduled work shift during the aforementioned twenty-four (24) hour period, the employee shall not be entitled to any additional grant of compensatory leave by virtue of the full or partial closing. Rather, the appropriate premium rate, if any, shall apply to such hours.

Compensatory leave earned pursuant to this subsection shall be used in accordance with all applicable rules and regulations.

Section 5.09 Compensatory Leave.

Officers using compensatory leave may choose whether any such leave taken shall be from their available balance of FLSA compensatory leave or County compensatory leave; provided, however, that the County will require an officer whose FLSA compensatory leave balance exceeds two hundred forty (240) hours to use any FLSA compensatory leave in excess of two hundred forty (240) hours before using County compensatory leave.

The F.O.P. will be notified of all delayed openings and emergency closings and a teletype will be initiated.

ARTICLE 6 -- SAFETY AND HEALTH

A. The County and F.O.P. 89 recognize and understand that because of the nature of the work performed by employees covered by this Agreement, the promotion of safety and health in the work environment is an important and mutually desirable objective.

The County and F.O.P. 89 therefore agree to cooperate to the fullest extent in the promotion of safety and health.

B. The County and F.O.P. 89 further agree to establish a joint Police Department/F.O.P. 89 Safety and Health Committee for the purpose of promoting job and safety health. The Committee shall consist of six (6) members, three (3) representing the County and three (3) representing F.O.P. 89. The County's representatives shall be the Labor Commissioner, or his designee; the Chief of Police, or his designee, and an additional designee of the Police Chief. The F.O.P. 89 representatives shall be the F.O.P. President and two (2) members designated by him to serve on the Committee. Any member so designated shall serve for a term of at least one (1) year. The Labor Commissioner and the F.O.P. 89 President shall co-chair the Committee. The Committee shall meet on a regular quarterly basis to study and/or investigate issues of safety and health. The co-chairmen shall confer prior to each meeting and agree upon a meeting agenda no later than one (1) week prior to the next scheduled meeting. Both the County and F.O.P. 89 may place safety and health issues on the agenda. The Committee shall issue quarterly written reports including specific recommendations, when appropriate, to the County Executive concerning safety and health issues which are on the agenda, but nothing contained herein shall be construed to require the County to take any action on the Committee's recommendations. The County will explain to F.O.P. 89 in writing its actions or inactions on recommendations that are submitted to the County Executive by the joint Police Department/F.O.P. 89 Safety and Health Committee.

ARTICLE 7 -- ISSUED EQUIPMENT

A. The County agrees to supply one (1) shotgun per beat and to provide for quarterly inspection of same.

B. The County agrees to equip each police vehicle with a microphone which will operate the public address system.

C. Belt Brackets for Radios. In all initial issues of clothing and equipment to an employee covered by this Agreement, the employee will be provided a belt bracket apparatus for his or her radio.

D. Shotgun Brackets. The County will install either a shotgun bracket or a carbine bracket but not both in all vehicles assigned to the Bureau of Patrol, provided that the officer is appropriately qualified or certified in the use of the respective firearm.

E. Replacement of Issued Equipment Lost or Stolen. Replacement of issued equipment lost or stolen through no fault of an officer will be made pursuant to the County Code and Departmental policy.

F. Required Equipment. The Department will provide any equipment it requires an employee to use because of an assignment to a special unit or position.

ARTICLE 8 -- CLOTHING ALLOWANCE

A. All clothing allowances provided for herein are for the purchase of clothing and leather goods to supplement the uniform items issued to bargaining unit members, routine uniform maintenance, and replacement of uniform items rendered unserviceable through normal wear and tear. Replacement of uniform items damaged during the performance of duty will be accomplished pursuant to departmental policy. New uniform items required by a change in the uniform will be provided by the Department at no cost to the officer. Blue utility uniforms may be worn by on-duty officers, working on the first (1st) shift (i.e., midnight shift - 2200 to 0800) in accordance with departmental regulations. Also, officers working all or a majority of their hours of secondary employment during the period of 1800 - 0600 may wear the blue utility uniform. Officers who elect to wear blue utility uniforms as authorized above are responsible for the purchase, care, upkeep and replacement of the uniforms. When an officer is authorized to wear a blue utility uniform, the officer also is authorized to wear a pair of black-leather, polished boots that is jointly chosen by the F.O.P. and the Department, provided that the pants worn with these boots are not bloused. All clothing allowances paid pursuant to this Article shall be disbursed in advance in one (1) installment in July of the applicable fiscal year. Charging uniform purchases against an advance payment is discontinued.

B. A clothing allowance of one thousand one hundred fifty dollars (\$1,150.00) shall be disbursed during Fiscal Year 2004. During Fiscal Year 2005, the clothing allowance shall increase to one thousand two hundred dollars (\$1,200.00).

ARTICLE 9 -- TEC PAY

There is one category of TEC pay which shall be paid to members of the E.S.T. unit, officers on motorcycle duty, and canine handlers. TEC pay shall be increased to the total amount of seven hundred dollars (\$700.00) per year, per qualifying officer, and shall be paid at the same time the clothing allowance is paid. Effective beginning in Fiscal Year 2004, TEC pay of three hundred fifty dollars (\$350) per year will be paid to officers assigned to the Tactical Squad and officers assigned as aviation observers. Effective beginning in Fiscal Year 2004, officers assigned as pilots will receive a ten percent (10%) differential on their base rate of pay.

The County will pay breathalyzer and voice stress operators two hundred twenty-five dollars (\$225) effective Fiscal Year 2004.

The County, with the participation of the F.O.P., but no later than September 30, 2001, will develop testing procedures to measure an officer's conversational proficiency in selected languages other than English. An officer who passes such test will be certified as an interpreter in the language tested and will be assigned to interpret that language as part of his/her job duties. Officers will receive a lump sum payment of one thousand three hundred dollars (\$1,300.00) per year within thirty (30) days following their certification, and thereafter at the same time the clothing allowance is paid. Failure to pass a qualifying language examination will not be subject to the grievance and arbitration process herein.

Qualifying officers shall be those assigned to the units referenced above as of the first (1st) day of the month in which payments are to be made. TEC pay shall not apply to those assigned to the scooter patrol.

ARTICLE 10 -- JOB DESCRIPTION

No job description shall be changed or modified without F.O.P. 89 having prior knowledge of such change.

The Chief of Police will issue a directive to all appropriate supervisory personnel indicating that with the exception of officers who are assigned to light duty, sworn police officers should not normally be assigned to fill in, even on a short term basis, for civilian employees and that all reasonable steps should be taken to avoid using sworn police officers in these positions, including borrowing civilian employees from other assignments to fill in for temporary vacancies where reasonable.

ARTICLE 11 -- SEVERANCE PAY

Severance Pay policies shall continue to be administered in accordance with the Prince George's County Personnel Law.

ARTICLE 12 -- ROSTER

A roster of all members of the units represented by F.O.P. 89 shall be compiled quarterly by the County showing each member's name and his/her length of service with the Police Department.

ARTICLE 13 -- LATERAL TRANSFERS

Police officers wishing to move laterally into entry-level positions with the Prince George's County Police Department from another jurisdiction shall be required to take an appropriate written and physical examination. Subject to both the approval of the County Executive and the County Council by separate resolution, the Personnel Officer may negotiate personnel agreements for reciprocal transfers at the entry level with other governmental agencies which adhere to a competitive personnel system.

ARTICLE 14 -- PROMOTION PROCEDURES

A Joint Study Committee, comprised of equal numbers of representatives named by the County and F.O.P. 89, not to exceed a total of four (4) from each party, shall be established to review current promotional procedures and to make recommendations to the Chief of Police concerning promotion procedures. Said Committee shall meet quarterly.

The Promotional Joint Study Committee will develop and therefore adhere to Standard Operating Procedures outlining the appeal board process within six (6) months after ratification of this agreement.

The County shall establish each eligibility list for promotions no later than twenty (20) days after issuance of any final appeal decisions and the implementation of any issues arising out of those decisions. Eligibility lists for all competitive ranks will be issued at the same time.

Section 14.01 Written Examination Appeal Process.

A. A written appeal of any question from a written promotional examination must be filed by the aggrieved officer with the Director, County Office of Personnel and Labor Relations within five (5) working days of test review. This appeal shall result in the review of appealed questions, said review to be performed by the Joint F.O.P./Command Staff Appeal Board ("Joint Appeal Board"). The findings of this review shall be rendered within ten (10) working days of the deadline for filing appeals, and these findings shall be provided, in writing, to the employee who filed the appeal. Copies of any granted appeal shall be made available to any employee who took the examination and may be affected by said granted appeal. The decisions rendered by the Joint Appeal Board shall be final and binding and not subject to further appeals to the Personnel Board or through the Grievance and Arbitration Procedure of this Agreement.

B. The Joint Appeal Board shall be composed of five (5) members, including three (3) members of the F.O.P. holding the ranks of Sergeant and/or Lieutenant, and two (2) members of the Command Staff. F.O.P. members serving on the Joint Appeal Board shall be selected by the F.O.P. President from a pool of officers who did not participate in the current promotional cycle. One (1) of the three (3) members of the Joint Appeal Board appointed by the F.O.P. may be the F.O.P. President, whether or not that officer holds the rank of Sergeant and/or Lieutenant. The Command Staff members serving on the Joint Appeal Board shall be selected by the Chief of Police.

Section 14.02 Promotional Oral Board Appeal Process.

An aggrieved officer who wishes to appeal the results of a promotional oral board, based on the unfair or unequal administration of the oral board process or the content of the candidate's oral board response, may do so by filing a written appeal with the Joint F.O.P./Command Staff Appeal Board (described in Section 14.01) within five (5) working days of the conclusion of the Oral Board Review. Such appeals shall be directed to the Joint Appeal Board c/o the Director, Office of Personnel and Labor Relations. The Joint Appeal Board shall consider appeals pertaining to the unequal or unfair administration of the oral board process and/or appeals related to the content of the candidate's oral board response, but not appeals pertaining to the benchmarks chosen to demonstrate a candidate's Knowledge, Skills and Abilities. The Joint Appeal Board shall consider each appeal and issue its findings in writing within twenty (20) working days after the last appeal is heard. The decisions rendered by the Joint Appeal Board shall be final and binding, and not subject to further appeals to the Personnel Board or through the Grievance and Arbitration Procedure of this Agreement.

Section 14.03 Performance Evaluation Appeal Process.

An aggrieved officer who wishes to appeal the results of a performance appraisal with a rating of "Needs Improvement" or "Unsatisfactory" may do so by filing a written appeal with the Joint F.O.P./Command Staff Appeal Board (described in Section 14.01) within five (5) working days of receiving the performance evaluation. Such appeals should be directed to the Joint Appeal Board, c/o the Director, County Office of Personnel and Labor Relations. The Joint Appeal Board shall consider each appeal and issue its findings in writing within twenty (20) working days after receiving the appeal. As part of the appeal, employees may request an opportunity to address the Joint Appeal Board in person. The decisions rendered by the Joint Appeal Board shall be final and binding and not subject to further appeals to the Personnel Board or through the Grievance and Arbitration Procedure of this Agreement. Appeals of performance appraisals with a rating of "Satisfactory," "Exceeds Satisfactory" or "Outstanding" may not be appealed to the Joint Appeal Board but rather are subject to the Grievance and Arbitration Procedure contained in Article 20 of this Agreement.

Section 14.04 Extension of Time Limits.

The time limits set forth in Sections 14.01 and 14.02 and 14.03 may be extended by agreement of the parties as needed.

ARTICLE 15 -- PERSONNEL FILES

Section 15.01 Review.

By appointment with an appropriate person in the Office of Personnel, the employee, upon presenting his/her identification, shall be permitted to examine his/her personnel file, except as to background information secured prior to employment and those documents received under the promise of confidentiality. The employee shall indicate in writing, to be placed in his/her file, that he/she has examined the same. When the personnel file of an officer covered by this Agreement is reviewed or accessed in conjunction with a judicial or quasi-judicial proceeding, or by or at the direction of management, the officer will be notified in writing in a timely fashion which shall be within five (5) working days unless the review is necessary for an investigation of confidential or criminal matters.

Section 15.02 Expunction.

The County agrees to remove derogatory information three (3) years old or older from the employee's personnel file if requested to do so in writing by the employee.

Section 15.03 Motor Vehicle Accidents.

With respect to any discipline relating to police motor vehicle accidents, any such derogatory information two (2) years old or older shall be removed from the employee's personnel file if requested to do so in writing by the employee.

ARTICLE 16 -- PERSONAL PATROL CAR PROGRAM

Special order 71-12 pertaining to the Personal Patrol Car Program shall be modified as follows:

A. Paragraph II A 1 (page 2) shall be amended to allow more than two (2) vehicles to be parked at F.O.P. 89 Headquarters.

B. Paragraph II C 8 (page 5) shall be amended in part to read, "Such service should be performed on the officer's off-duty time whenever practicable, AND WHEN NOT PRACTICABLE, TO BE PERFORMED ON DUTY TIME WITH THE PERMISSION OF THE APPROPRIATE SUPERVISOR."

ARTICLE 17 -- DEATH AND DISABILITY PAYMENTS

The County will administer Death and Disability benefits in accordance with the Personnel Law and Article 101 of the Annotated Code of Maryland.

The accidental death insurance policy the County maintains for employees covered by this Agreement shall be payable in the amount of fifty thousand dollars (\$50,000.00) to an employee's designated beneficiary should the officer be killed in the line of duty.

ARTICLE 18 -- EDUCATION INCENTIVE

This program remains in effect. Refer to Article XVIII (Education Incentive) contained in the Agreement in effect during the period from July 1, 1996 through June 30, 1999.

ARTICLE 19 -- INTERNAL AFFAIRS INVESTIGATIVE PROCEDURES

A Joint Study Committee, comprising equal numbers of representatives named by the County and F.O.P. 89, not to exceed a total of three (3) from each party, shall be established to review, and where necessary, to make recommendations to the Chief of Police to revise current Internal Affairs Investigative Procedures.

At the request of the Chief, his/her designee, or the F.O.P. President, the Committee will meet on the first Wednesday in August and the first Wednesday in February or other times as is necessary.

ARTICLE 20 -- GRIEVANCE AND ARBITRATION PROCEDURE

Section 20.01 Definition.

Subject to any limitations of existing law, a grievance is defined as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation,

misinterpretation or misapplication of the rules or regulations of the County affecting the terms and conditions of employment.

Section 20.02 Exclusive Procedure.

The provisions of this grievance procedure shall be the only grievance procedure applicable to the employees covered by this Agreement.

Section 20.03 Grievance Procedure.

Grievances shall be presented and adjusted in the following manner:

Step 1. Within fourteen (14) days after the event giving rise to the grievance or within fourteen (14) days following the time when the employee should reasonably have known of its occurrence, the employee aggrieved, and, if the employee desires, the employee's F.O.P. 89 Steward, may discuss the grievance with the employee's Captain. The Captain shall attempt to adjust the matter and shall respond orally to the employee within two (2) days.

Step 2. If the grievance has not been settled at Step 1, a written grievance may be filed, signed by the aggrieved employee and the employee's accredited F.O.P. 89 Steward, and presented to the appropriate Major in the chain of command within three (3) days after receipt of the answer in Step 1 or within three (3) days of when the answer was due. The Major receiving the grievance shall meet with the employee and the employee's accredited F.O.P. 89 Steward and render a decision in writing not later than seven (7) days after the receipt of the grievance.

Step 3. If the grievance has not been settled at Step 2, a written appeal signed by the employee and the employee's accredited F.O.P. 89 Steward may be filed with the Chief of Police within five (5) days after the receipt of the answer at Step 2 or within five (5) days of when the answer was due. The Chief of Police, or his designee, shall meet with the employee and a committee including the employee's accredited F.O.P. 89 Steward, F.O.P. 89 President and/or F.O.P. 89 officers and render a written decision within ten (10) days after receipt of the written appeal.

Step 4. If the grievance has not been settled at Step 3, a written appeal signed by the employee and the employee's accredited F.O.P. 89 Steward may be filed with the Labor Commissioner within five (5) days after receipt of the answer at Step 3 or within (5) days of when the answer was due. The Labor Commissioner or his designee, shall meet with the employee and a committee including the employee's accredited F.O.P. 89 Steward, F.O.P. 89 President, and/or F.O.P. 89 officers and render a written decision within ten (10) days after the receipt of the grievance.

Step 5. If the grievance is not settled at Step 4, F.O.P. 89 may request arbitration, giving written notice to the Labor Commissioner within ten (10) days after receipt of the answer at Step 4 or within ten (10) days of when the answer was due. The arbitration proceedings shall be conducted by an arbitrator to be selected by the County and F.O.P. 89 within seven (7) days after notice has been given. If the parties are unable to select an arbitrator, the Prince George's County Public Employee Relations Board shall be requested to provide a panel of five (5) arbitrators from which the arbitrator shall be selected according to the procedure specified by the Board.

Section 20.04 The Decision of the Arbitrator.

The decision of the Arbitrator shall be final and binding on both parties provided that no provision of this Agreement which is stated to be a matter of policy shall be subject to Arbitration. Expenses for the Arbitrator's service and the proceedings shall be borne equally by the County and F.O.P. 89.

Section 20.05 General Provisions.

- A. Appropriate F.O.P. 89 officials shall be given copies of all answers to grievances hereunder.
- B. Grievances arising as a result of disputes concerning the meaning, interpretation or application of this Agreement, (including Personnel Law items specifically incorporated by reference in this Agreement), or of a claimed violation, misinterpretation or misapplication of the rules or regulations issued by the police department affecting the terms and conditions of employment, shall be subject to Step 5, arbitration.
- C. If a grievance arises from the action of an authority higher than the employee's Captain, such grievance may be initiated at the appropriate step of this grievance procedure.
- D. All parties shall have the right at their own expense to legal and/or stenographic assistance at all hearings.
- E. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.
- F. The County and the F.O.P. have the right to file grievances under this Grievance Procedure.

Section 20.06 Time Limits.

Time limits for the processing of grievances are intended to expedite grievance handling and may be extended upon mutual agreement, but if not so extended, they must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may then be invoked, provided that an employee fails to pursue any step within the time limits provided, he/she shall have no further right to continue the grievance.

Section 20.07 Days Defined.

The term "days" as used in this grievance procedure shall mean working days.

Section 20.08 Processing Grievances During Working Hours.

Stewards and F.O.P. 89 representatives referred to in this grievance procedure shall be granted reasonable administrative leave to process grievances pursuant to this Article during working hours, provided, however, there is no disruption of the County's operation.

ARTICLE 21 -- NO STRIKE OR LOCKOUT

Section 21.01

F.O.P. 89 and its members, individually and collectively, agree that during the term of this Agreement, there shall be no strikes, slow-ups, nor stoppage of work; and the County agrees that there shall be no lockouts.

Section 21.02

In the event of an illegal strike, slow-up or work stoppage, F.O.P. 89 shall promptly and publicly disavow such unauthorized conduct, order the employees to return to work and bring about a prompt resumption of normal operations.

Section 21.03

The County shall have the right to discipline, by way of discharge or otherwise, any employee who participates in such illegal conduct.

ARTICLE 22 -- PUBLICATION OF AGREEMENT

The County shall distribute one (1) copy of this Agreement to each employee and three (3) to F.O.P. 89.

ARTICLE 23 -- PENSION PLAN

A. Benefit Modifications

The parties agree to continue the Police Pension Plan with the following benefit improvements to become effective July 1, 1983. The plan document will be revised where appropriate to reflect these changes.

Section 23.01 Joint and Survivor Option.

Employees who retire on a disability pension may elect a reduced joint and survivor pension.

Section 23.02 Pop-back of Benefits.

Where the designated beneficiary of a retiree who has elected a reduced joint and survivor pension benefit predeceases the retiree, the retiree's benefit shall be increased ("pop-back") to the level it would have been had the joint and survivor option never been chosen.

Section 23.03 High Twenty-four (24) Month Benefit.

The computation of a retiree's benefit amount shall be based on the employee's high twenty-four (24) month average pay. The definition of "Average Annual Compensation" in the pension plan shall be modified accordingly.

Section 23.04 Supplemental Life Insurance Benefit.

The pension plan shall be amended to provide a supplemental life insurance benefit to a retiree until age sixty (60) in an amount equal to the difference between the face value of his/her County term life insurance at the date of retirement and the decreased insured value of his/her County term life insurance after date of retirement. When the retiree attains age sixty (60), the retiree's total life insurance benefit shall be reduced by fifteen percent (15%) of the original face value per year, to a residual of twenty-five percent (25%) by reducing the Supplemental Life Insurance Benefit by twenty percent (20%) on the first day of the calendar month coinciding with or next following the date of his/her attainment of age sixty (60). On each of the next four (4) anniversaries the Supplemental Life Insurance Benefit will be reduced by the same dollar amount.

The supplemental life insurance policy which provides a supplemental life insurance benefit to retirees until age sixty (60) shall be increased to provide a total life insurance benefit of one hundred thousand dollars (\$100,000.00) for officers who retire on or after July 1, 1987.

B. Administrative Modifications

The parties agree to continue the Police Pension Plan with the following Administrative modifications to become effective July 1, 1983. The plan document will be revised where appropriate to reflect these changes.

Section 23.05 Arbitration of Pension Claim.

Any complaint as to the interpretation, application, administration or enforcement of the pension plan shall not be subject to the grievance procedure established under this Agreement, but shall be handled in accordance with the relevant procedures set forth in the pension plan subject to the right of the County, F.O.P. 89 and/or any individual bargaining unit member to initiate appropriate court proceedings (up to and including the Maryland Court of Appeals) to review said decisions, provided however, that either party to this Agreement may submit final decisions of the pension plan regarding benefit claims to arbitration under Sections 20.03, Step 5, and 20.04 of Article 20 of this Agreement within ten (10) days of receipt of the plan's decision.

Section 23.06 Plan Booklets.

Within ninety (90) days following ratification of this Agreement, the Pension Plan document will be restated to include negotiated changes in the Pension Plan. The Plan document will then be printed in booklet form, and one thousand (1000) copies of the booklet will be made available to Plan participants through F.O.P. 89. The cost of printing this booklet will be borne by the Plan. New participants will be issued a copy of the Plan by F.O.P. 89.

Section 23.07 Representation On the Medical Advisory Board.

The President of F.O.P. 89, or his designated permanent alternate, will serve as a nonvoting member of the Medical Advisory Board in cases involving employees covered by this Agreement. The Union representative will act in the same role as the representative of the Police Department who appears before the Medical Advisory Board.

Section 23.08 Administrative Review Board Meetings.

Section 8.3 of the Pension Plan shall be amended to provide that the Administrative Review Board will hold regular quarterly meetings, and the Retirement Administrator shall report quarterly all significant actions and decisions described in Section 8.2 of the Police Pension Plan to the Administrative Review Board for its review.

Section 23.09 Representation On the Disability Review Board.

The President of F.O.P. 89, or his designee, shall serve as a voting member of the Disability Review Board.

Section 23.10 Disability Leave Termination Notice.

Where it is determined by the Plan that an employee covered by the Agreement who is on Disability Leave is to be returned to work, a copy of the letter so informing the Chief of Police will also be provided to the affected employee.

Section 23.11 Disability Status Review by the Medical Advisory Board.

When an employee is sent to a County doctor for examination before a review of his/her disability status by the Medical Advisory Board (MAB), the employee shall be advised by letter of his/her right to submit other medical information to the MAB. The parties have agreed on a letter to be sent for such purposes. A copy of the County doctor's report will be sent to the employee.

Section 23.12 Joint Study Committee.

A Joint County/F.O.P. 89 Study Committee will be established for the purpose of studying the subject of eligibility for disability pension based on non-job related mental disability.

C. Cost of Living Increase for Retirees.

1. In January of each year, two-thirds (2/3) of the total investment returns (on a market value basis including realized and unrealized capital gains and losses, as well as interest and dividends) in excess of the interest assumption for the previous plan year will be transferred to a "post-retirement increase fund," with the exception that in January, 1990, the calculation will be from the previous two (2) plan years.

2. On January 31 of each year, every retiree will receive a permanent increase in his or her retirement benefit as calculated in paragraph 3.

3. The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree from the post-retirement increase fund, determined pursuant to paragraph 1, provided:

(a) Each eligible retiree will receive an identical dollar amount increase.

(b) The maximum increase provided shall not exceed one hundred twenty-five dollars (\$125.00) per month.

(c) The minimum increase provided shall be not less than thirty-five dollars (\$35.00) per month.

(d) Effective January 1, 2002, the maximum increase in Cost of Living for Retirees shall not exceed one hundred thirty dollars (\$130.00) per month.

(e) Effective January 1, 2003, the maximum increase in Cost of Living for Retirees shall not exceed one hundred thirty-five dollars (\$135.00) per month.

4. Any amount in the "post-retirement increase fund" described in paragraph (1) in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph 3(b) will be transferred (returned) to the general pension fund assets.

5. The phrase "actuarially calculating the lifetime benefit" in subparagraph C.(3), above, means that the Plan's actuary will use the same procedures utilized in 1986 for calculating the COL benefit but will also include an assumption that the pool of assets that has been determined to be available for COL payments, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also effective with the calculation done in January, 1988, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

6. The County has agreed to extend this provision regarding cost of living increases to retirees to both current and future retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting current retirees constitute mandatory subjects of bargaining.

D. Education Incentive Pay Included in Base Compensation for Retirement Pension Benefit Purposes

Effective July 1, 1984, the definition of Compensation as set forth in Section One of the Police Pension Plan as revised and restated effective July 1, 1983, is amended to include Education Incentive Pay (EIP) for retirement pension benefit purposes only.

E. Prior Cadet Service

Effective September 1, 1985, employees participating in the Police Pension Plan may purchase up to two (2) years of prior service as a Prince George's County Police Cadet, in accordance with Plan requirements for the purchase and rate of purchase of prior military service.

F. Heart Disease and Hypertension Presumption

Pension Plan B - Effective July 1, 1991

For purposes of determining eligibility for line-of-duty disability retirement benefits under Pension Plan B only, any condition or impairment of health caused by heart disease or hypertension resulting in total or partial disability shall be presumed to be a service connected disability and to have been suffered in the line of duty and as a result of his/her employment.

It is the intention of this Section that any Pension Plan B participant who suffers from a condition or impairment of health caused by heart disease or hypertension receive service connected disability benefits from Pension Plan B unless evidence is produced which shall demonstrate to a reasonable degree of medical certainty that the employee's impairment of health or disability is not related to his/her employment.

Pension Plan A- Effective July 1, 1999

For purposes of determining eligibility for line-of-duty disability retirement benefits under Pension Plan A only, any condition or impairment of health caused by heart disease or hypertension resulting in total or partial disability shall be presumed to be a service connected disability and to have been suffered in the line of duty and as a result of his/her employment.

It is the intention of this Section that any Pension Plan A participant who suffers from a condition or impairment of health caused by heart disease or hypertension receive service connected disability benefits from Pension Plan A unless evidence is produced which shall demonstrate to a reasonable degree of medical certainty that the employee's impairment of health or disability is not related to his/her employment.

G. Hold Harmless Benefit Calculation

For any Plan member who retires after July 1, 1991, "average annual compensation" as that term is defined in the Pension Plan will be calculated as if the Plan member had received the seven percent (7%) cost of living increase set forth under Section 4.01 C. of the original Agreement and scheduled to become effective during the first full pay period beginning on or

after July 1, 1991. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

For any Plan member who retires within twenty-four (24) months of FY95, "average annual compensation" as that term is defined in the Pension Plan will be calculated as if the Plan member had received the merit step increase to which he/she would otherwise have been entitled to receive during Fiscal Year 1994. This salary shall also be applicable for calculating any leave payouts due upon retirement during this period of time.

Any plan member who retires before the member has completed twenty-one (21) years of service and who otherwise would have been eligible to receive a merit increase during Fiscal Year 1996 but did not receive one because of Section 4.01(C) will be held harmless for the purpose of pension benefit calculation and thus be treated as if the member had received a Fiscal Year 1996 merit increase on schedule.

Any plan member who retires before the member has completed twenty-one (21) years of service and who otherwise would have been eligible to receive a merit increase during Fiscal Year 1997 but did not receive one because of Section 4.01C. will be held harmless for the purpose of pension benefit calculation and thus be treated as if the member had received a Fiscal Year 1997 merit increase on schedule.

H. Pension Boards

One (1) F.O.P. 89 bargaining unit member will be added as a voting member of the Administrative Review Board and the Board of Trustees, with the understanding that the number of Board members (both Boards) will not otherwise increase during the duration of the contract (that is, through June 30, 1993). A third (3rd) F.O.P. 89 bargaining unit member will be added as a voting member of the Administrative Review Board and the Board of Trustees, with the understanding that the number of Board members (both Boards) will not otherwise increase during the duration of the contract (that is, through June 30, 1995).

I. Annual Leave and Sick Leave Purchase of Pension Credit

Effective January 1, 1993, all participants will be permitted to purchase additional pension credit after twenty (20) years of service with annual and sick leave at "non-window" (40 annual/80 sick) rates as set forth in Section 4.1(A)(b)(ii) of the Pension Plan.

J. Contingent Annuitant after Retirement

The Police Pension Plan will be amended to allow a retiree who marries after retirement to reduce his or her retirement benefit and name the new spouse as a contingent annuitant, provided there is no actuarial cost to the County and there is sufficient evidence of insurability.

K. The County agrees to participate in a Joint Study Committee to propose an actuarially determined cost neutral Drop Plan to the Union. The County's proposal is due to the Union by March 31, 2004.

L. See also Attachment B of this Agreement.

ARTICLE 24 -- ADMINISTRATIVE HEARING BOARD

The Hearing Board as provided for in the Law Enforcement Officer's Bill of Rights (paragraph 727 (c)) shall be composed of three (3) members, all appointed by the Chief of Police. The Chairman of the Hearing Board shall vote to break any ties. One member of the Hearing Board shall be of equal rank and assignment (detective, staff officer, special operations or patrol) as the employee appearing before said Board.

ARTICLE 25 -- IN-SERVICE TRAINING

The County agrees that it will comply with the in-service training provisions of the Police Training Act (Article 41, Section 70A, Annotated Code of Maryland) and any subsequent amendment thereto.

ARTICLE 26 -- SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court, or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the decision; and upon issuance of such a decision, the County and F.O.P. 89 agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 27 -- DURATION AND REOPENER

This Agreement shall become effective on July 1, 2003, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2005.

This Agreement shall be automatically renewed from year to year after June 30, 2005, unless either party shall notify the other in writing no later than October 1, 2004 (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

Signed on this _____ day of _____ 2004, in Upper Marlboro, Prince George's County, Maryland.

FOR FRATERNAL ORDER OF
POLICE PRINCE GEORGE'S COUNTY
COUNTY LODGE 89, INC.

FOR PRINCE GEORGE'S COUNTY,
MARYLAND:

Richard Fulginiti
President

Jack B. Johnson
County Executive

FOR PRINCE GEORGE'S COUNTY
POLICE DEPARTMENT:

Melvin C. High
Police Chief

SIGNATURES NOT REQUIRED.

See Arbitrator Rolf Valtin's letter dated
January 12, 2004, at the beginning of this
document.

ATTACHMENT A – WAGE SCALE

UNIFORM WAGE SCALE

Effective July 2, 1989, the current modified "MIN-MAX" system in effect for all members of the bargaining unit will be replaced by the Uniform Wage Scale contained in this Attachment A and described below.

DESCRIPTION OF THE UNIFORM WAGE SCALE

For each rank of police officer in the bargaining unit, there is established a pay grade containing fifteen (15) pay rates (steps) ranging from Step 0 through Step 14: Police Officer - L01; Police Officer First Class - L02; Police Corporal - L03; Police Sergeant - L04; and, Police Lieutenant - L05. The percentage values of the intervals between steps are three and one-half percent (3.5%) from Step 0 through Step 11 and three percent (3%) for the three remaining intervals from Step 11 through Step 14.

An employee will be eligible to advance to the next step for his/her rank on his/her anniversary date at the rate of one (1) step per year up to and including Step 12, provided that he/she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step 12, an officer will be eligible to advance to Steps 13 and 14 after three (3) years of service at each step (that is, after having completed fifteen (15) and eighteen (18) years of service, respectively), provided that his/her performance for the applicable period has been evaluated as satisfactory.

Employees covered by this Agreement and hired before July 1, 1987 will keep the anniversary dates that they held on July 1, 1987 for as long as they are continuously employed. Employees hired on or after July 1, 1987 will have as their anniversary dates the dates of their initial appointment and those anniversary dates will not be changed while those employees are continuously employed. Effective June 30, 1996, the County will adjust each officer's anniversary date to the earlier of the Officer's date of hire or current anniversary date.

Upon promotion to the rank of Police Officer First Class or Police Corporal, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, an increase equivalent to two (2) three and one-half percent (3.5%) steps). Officers hired on or after July 1, 1995 will be eligible to take the Police Officer First Class (PFC) examination after they have completed three (3) years as a Prince George's County Police Officer (now eighteen (18) months) and will be eligible to take the Police Corporal exam after completing two (2) years of service as a Prince George's County Police Officer First Class (now sixteen (16) months).

Upon promotion to the rank of Sergeant or Lieutenant, an employee's salary rate shall be increased to that of the corresponding pay step for the promotional grade (that is, a ten percent (10%) increase).

IMPLEMENTATION OF THE UNIFORM WAGE SCALE

Fiscal Year 1990:

Effective July 2, 1989, employees covered by this Agreement, after receiving the four percent (4%) cost of living adjustment, will be placed on the Uniform Wage Scale at the step for their rank which is immediately above their annual salary.

However, an officer whose salary, when adjusted for the four percent (4%) cost of living adjustment, exceeds the maximum salary payable at his/her rank will be red-circled at that salary, and will continue to be red-circled. Further, an officer who was hired at a rate of pay greater than the entry rate will be placed on the pay scale pursuant to the foregoing rules and will maintain the resultant step differential.

On their anniversary dates during FY90, all officers will receive a one step anniversary increase (either three and one-half percent (3.5%) or three percent (3%), depending on their July 2 placement on the Uniform Wage Scale) to the next step on the Uniform Wage Scale unless the officer is at Step 14.

Fiscal Year 1991:

On their anniversary dates during FY91, an officer below the step which would be warranted by his or her years of service will be placed at that Step. An officer who was hired at a rate of pay greater than the entry rate will be placed on the pay scale pursuant to this rule so as to maintain the resultant step differential.

MODIFICATION OF UNIFORM WAGE SCALE -- EFFECTIVE JULY 1, 1994

Effective July 1, 1994, the Uniform Wage Scale is modified as follows:

For each rank of police officer in the bargaining unit, there is established a pay grade containing fifteen (15) pay rates (steps) ranging from Step A through Step O.

Grade L01 is the pay grade for the rank of Police Officer. The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step L and three percent (3%) for the remaining three intervals from Step L through Step O. The entry rate for a Police Officer is Step A. A Police Officer (L01) will be eligible to advance to the next step for that rank on the officer's anniversary date at the rate of one step per year up to and including Step N (after 13 years), provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step N, a Police Officer (L01) will be eligible to advance to Step O after 2 years of service at Step N, (that is, after having completed 15 years of service), provided that the officer's performance for the applicable period has been evaluated as satisfactory.

Grades L02 through L05 are the pay grades for Police Officer First Class (L02), Police Corporal (L03), Police Sergeant (L04) and Police Lieutenant (L05). The percentage values of the intervals between the steps are three and one-half percent (3.5%) from Step A through Step K and three percent (3%) for the remaining intervals from Step K through Step O. Officers in the ranks of

Police Officer First Class through Police Lieutenant will be eligible to advance to the next step for their rank on the officer's anniversary date at the rate of one step per year up to and including Step M (after 13 years) provided he or she receives at least a satisfactory performance evaluation for the preceding year. After reaching Step M, officers in the ranks of Police Officer First Class through Police Lieutenant will be eligible to advance to Step N after two (2) years of service (that is, after having completed fifteen (15) years of service) and to Step O after three (3) years of service at Step N (that is, after having completed eighteen (18) years of service).

Upon promotion to the rank of Police Officer First Class (L02) or Police Corporal (L03), an employee's salary rate shall be increased to the rate of pay at the step of the promotional grade that will provide an increase equivalent to two (2) three and one-half percent (3.5%) steps. Upon promotion to the rank of Sergeant (L04) or Lieutenant (L05), an employee's salary rate shall be increased to that of the corresponding pay step (for example, Step J to Step J) for the promotional grade (that is, a ten percent (10%) increase).

IMPLEMENTATION OF MODIFIED UNIFORM WAGE SCALE

Fiscal Year 1995:

1. On July 1, 1994, every officer will be assigned to the pay step for his or her rank on the modified Uniform Wage Scale with a salary rate identical to the officer's salary rate on June 30, 1994.
2. On his or her anniversary date in Fiscal Year 1995, every officer will be eligible to advance to the next step on the modified Uniform Wage Scale, provided that the officer's performance for the applicable period had been evaluated as satisfactory.
3. On June 25, 1995, any officer who is not at the pay step for his or her rank which would be warranted by his or her years of service, will be placed at that pay step.

MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEARS 2000 AND 2001

Effective July 1, 1999, anniversary dates will be adjusted to the officer's date of hire (as a police officer, with certain exceptions) if different from his/her current anniversary date, so that all officers receive their merit steps on the first day on which the officer has the required years of service.

Effective beginning on July 1, 1999, any police officer covered by this Agreement hired before July 1, 1996 who completes eighteen (18) years of actual and continuous service as defined in the Police Pension Plan but who is not at the step for his/her rank on the Uniform Wage Scale which reflects the completion of eighteen (18) years of service will be placed at that step on the date upon which the officer has completed eighteen (18) years of service, and the officer's anniversary date will be changed, if necessary, to reflect his/her date of hire.

Effective the first full pay period beginning on or after July 1, 1999, Step M of the Uniform Wage Scale for grades L-02 (Police Officer First Class) through L-05 (Police Lieutenant) shall be applicable after thirteen (13) years of service, Step N shall be applicable after fourteen (14)

and fifteen (15) years of service, Step 0 shall be applicable after sixteen (16) and seventeen (17) years of service, and a new Step P (at three percent (3%) higher than Step 0) shall be applicable after eighteen (18) years of service.

Effective the first full pay period beginning on or after July 1, 2000, the interval for grades L02 (Police Officer First Class) through L05 (Police Lieutenant) between Step B to Step C shall be increased from three and one-half percent (3 1/2%) to four percent (4%), such that all steps at Step C and above on the Uniform Wage Scale shall be increased by one-half of one percent (0.5%).

MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEAR 2002

Effective July 1, 2001, the rate for Step A, for the rank of Police Officer (L01), shall be increased by ten percent (10%). Each subsequent interval (Steps A to B, B to C, through N to O) on the Uniform Wage Scale for the rank of Police Officer (L01), will be reduced by one-half of one percent (0.5%).

Consequently, the following rates for the rank of Police Officer (L-01) will be established for Steps B through O on the Uniform Wage Scale:

- a. The rate for Step B, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step A.
- b. The rate for Step C, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step B.
- c. The rate for Step D, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step C.
- d. The rate for Step E, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step D.
- e. The rate for Step F, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step E.
- f. The rate for Step G, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step F.
- g. The rate for Step H, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step G.
- h. The rate for Step I, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step H.
- i. The rate for Step J, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step I.

- j. The rate for Step K, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step J.
- k. The rate for Step L, for the rank of Police Officer (L-01), shall be established three percent (3%) above the rate for Step K.
- l. The rate for Step M, for the rank of Police Officer (L-01), shall be established two and one-half percent (2.5%) above the rate for Step L.
- m. The rate for Step N, for the rank of Police Officer (L-01), shall be established two and one-half percent (2.5%) above the rate for Step M.
- n. The rate for Step O, for the rank of Police Officer (L-01), shall be established two and one-half percent (2.5%) above the rate for Step N.

Effective July 1, 2001, the rates for Step A, for the rank of Police Officer First Class through Police Lieutenant (L02 - L05), shall be increased by ten percent (10%). Each subsequent interval (Steps A to B, B to C, through O to P) on the Uniform Wage Scale for the rank of Police Officer First-Class through Police Lieutenant (L02 - L05) will be reduced by one-half of one percent (0.5%) at each Step.

Consequently, the following rates will be established for Steps B through P on the Uniform Wage Scale:

- a. The rates for Step A, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be increased by ten percent (10%).
- b. The rates for Step B, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step A.
- c. The rates for Step C, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three and one-half percent (3.5%) above Step B.
- d. The rates for Step D, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step C.
- e. The rates for Step E, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step D.
- f. The rates for Step F, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step E.
- g. The rates for Step G, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step F.
- h. The rates for Step H, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step G.

- i. The rates for Step I, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step H.
- j. The rates for Step J, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step I.
- k. The rates for Step K, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established three percent (3%) above Step J.
- l. The rates for Step L, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established two and one-half percent (2.5%) above Step K.
- m. The rates for Step M, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established two and one-half percent (2.5%) above Step L.
- n. The rates for Step N, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established two and one-half percent (2.5%) above Step M.
- o. The rates for Step O, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established two and one-half percent (2.5%) above Step N.
- p. The rates for Step P, for all other ranks -- Police Officer First Class through Police Lieutenant -- (L02 - L05), shall be established two and one-half percent (2.5%) above Step O.

MODIFICATIONS OF UNIFORM WAGE SCALE -- FISCAL YEARS 2004 and 2005

Effective July 13, 2003, for the rank of Police Officer, the old Step B (renamed Step A) shall be applied for zero to one and one-half (0-1.5) years of service, the old Step C (renamed Step B) shall be applied after one and one-half (1.5) years of service, the old Step D (renamed Step C) shall be applied after three (3) years of service, and so on. Effective July 13, 2003, for all ranks, Step D shall be established as three and one-half percent (3.5%) above Step C. Effective July 13, 2003, for the rank of Police Officer, Steps M&N shall be established as two and three-quarters percent (2.75%) above the rate for the prior step, and for all other ranks, Steps M, N, O and P shall be established as two and three-quarters percent (2.75%) above the rate for the prior step.

Effective January 9, 2005, for all ranks, Step C shall be established as five percent (5%) above Step B and Step P shall be established as three and one-tenth percent (3.1%) above Step O.

SALARY SCHEDULE L – POLICE UNIT PERSONNEL
EFFECTIVE JULY 13, 2003
PRINCE GEORGE'S COUNTY, MARYLAND

STEPS: YEARS SERVICE:	A OF Entry	B	C	D	E	F	G	H	I	J	K	L	M	N		
		1.5	3	4	5	6	7	8	9	10	11	12	13	14+		
L01 - Police Officer																
Hourly	17.7808	18.3142	18.8635	19.5237	20.1094	20.7127	21.3341	21.9741	22.6333	23.3123	24.0117	24.7321	25.4122	26.1110		
Bi-Weekly	1422.46	1465.14	1509.08	1561.90	1608.75	1657.02	1706.73	1757.93	1810.67	1864.99	1920.94	1978.57	2032.98	2088.88		
Annual	36,984	38,094	39,236	40,609	41,828	43,082	44,375	45,706	47,077	48,490	49,944	51,443	52,857	54,311		
STEPS: YEARS SERVICE:	A OF 1	B 2	C 3	D 4	E 5	F 6	G 7	H 8	I 9	J 10	K 11	L 12	M 13	N 14-15	O 16-17	P 18+
L02 - Police Officer First Class																
Hourly	19.1396	19.7138	20.4037	21.1178	21.7514	22.4039	23.0760	23.7683	24.4814	25.2158	25.9723	26.6216	27.3537	28.1059	28.8788	29.6730
Bi-Weekly	1531.17	1577.10	1632.30	1689.43	1740.11	1792.31	1846.08	1901.46	1958.51	2017.26	2077.78	2129.73	2188.29	2248.47	2310.30	2373.84
Annual	39,810	41,005	42,440	43,925	45,243	46,600	47,998	49,438	50,921	52,449	54,022	55,373	56,896	58,460	60,068	61,720
L03 - Police Corporal																
Hourly	20.5028	21.1179	21.8570	22.6220	23.3007	23.9997	24.7197	25.4613	26.2251	27.0118	27.8222	28.5178	29.3020	30.1078	30.9358	31.7865
Bi-Weekly	1640.22	1689.43	1748.56	1809.76	1864.05	1919.97	1977.57	2036.90	2098.01	2160.95	2225.78	2281.42	2344.16	2408.62	2474.86	2542.92
Annual	42,646	43,925	45,463	47,054	48,465	49,919	51,417	52,959	54,548	56,185	57,870	59,317	60,948	62,624	64,346	66,116
L04 - Police Sergeant																
Hourly	22.5533	23.2300	24.0430	24.8845	25.6310	26.4000	27.1920	28.0077	28.8480	29.7134	30.6048	31.3699	32.2326	33.1190	34.0298	34.9656
Bi-Weekly	1804.26	1858.40	1923.44	1990.76	2050.48	2112.00	2175.36	2240.62	2307.84	2377.07	2448.38	2509.59	2578.61	2649.52	2722.38	2797.25
Annual	46,911	48,318	50,009	51,760	53,313	54,912	56,559	58,256	60,004	61,804	63,658	65,249	67,044	68,888	70,782	72,728
L05 - Police Lieutenant																
Hourly	24.8086	25.5529	26.4472	27.3729	28.1940	29.0399	29.9111	30.8084	31.7326	32.6846	33.6652	34.5068	35.4557	36.4308	37.4326	38.4620
Bi-Weekly	1984.69	2044.23	2115.78	2189.83	2255.52	2323.19	2392.88	2464.67	2538.61	2614.77	2693.21	2760.54	2836.46	2914.46	2994.61	3076.96
Annual	51,602	53,150	55,010	56,936	58,644	60,403	62,215	64,081	66,004	67,984	70,024	71,774	73,748	75,776	77,860	80,001

The hourly rates are July 14, 2002 rates with the following adjustments: L01 previous Step B-1 year now becomes A entry, B is 1.5 years, C is 3 years and so on; and Step D interval increases to 3.5%, M & N increase to 2.75%. Grades L02-L05 Step D is increased to 3.5%, M, N, O & P are increased to 2.75%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SALARY SCHEDULE L – POLICE UNIT PERSONNEL
EFFECTIVE JANUARY 11, 2004
PRINCE GEORGE'S COUNTY, MARYLAND

STEPS: YEARS SERVICE:	A Entry	B 1.5	C 3	D 4	E 5	F 6	G 7	H 8	I 9	J 10	K 11	L 12	M 13	N 14+
L01 - Police Officer														
Hourly	18.1364	18.6805	19.2408	19.9142	20.5116	21.1270	21.7608	22.4136	23.0860	23.7785	24.4919	25.2267	25.9204	26.6332
Bi-Weekly	1450.91	1494.44	1539.26	1593.13	1640.93	1690.16	1740.86	1793.09	1846.88	1902.28	1959.35	2018.14	2073.64	2130.66
Annual	37,724	38,855	40,021	41,421	42,664	43,944	45,262	46,620	48,019	49,459	50,943	52,472	53,915	55,397

STEPS: YEARS SERVICE:	A 1	B 2	C 3	D 4	E 5	F 6	G 7	H 8	I 9	J 10	K 11	L 12	M 13	N 14-15	O 16-17	P 18+
L02 - Police Officer First Class																
Hourly	19.5224	20.1081	20.8118	21.5402	22.1864	22.8520	23.5375	24.2437	24.9710	25.7201	26.4917	27.1540	27.9008	28.6680	29.4564	30.2665
Bi-Weekly	1561.79	1608.65	1664.94	1723.21	1774.91	1828.16	1883.00	1939.49	1997.68	2057.61	2119.34	2172.32	2232.06	2293.44	2356.51	2421.32
Annual	40,607	41,825	43,288	44,804	46,148	47,532	48,958	50,427	51,940	53,498	55,103	56,480	58,034	59,629	61,269	62,954
L03 - Police Corporal																
Hourly	20.9129	21.5403	22.2941	23.0744	23.7667	24.4797	25.2141	25.9705	26.7496	27.5520	28.3786	29.0882	29.8880	30.7100	31.5545	32.4222
Bi-Weekly	1673.03	1723.22	1783.53	1845.96	1901.34	1958.38	2017.13	2077.64	2139.97	2204.16	2270.29	2327.05	2391.04	2456.80	2524.36	2593.78
Annual	43,499	44,804	46,372	47,995	49,435	50,918	52,445	54,019	55,639	57,308	59,028	60,503	62,167	63,877	65,633	67,438
L04 - Police Sergeant																
Hourly	23.0044	23.6946	24.5239	25.3822	26.1436	26.9280	27.7358	28.5679	29.4250	30.3077	31.2169	31.9973	32.8773	33.7814	34.7104	35.6649
Bi-Weekly	1840.35	1895.57	1961.91	2030.58	2091.49	2154.24	2218.87	2285.43	2354.00	2424.61	2497.35	2559.78	2630.18	2702.51	2776.83	2853.19
Annual	47,849	49,285	51,010	52,795	54,379	56,010	57,691	59,421	61,204	63,040	64,931	66,554	68,385	70,265	72,198	74,183
L05 - Police Lieutenant																
Hourly	25.3048	26.0640	26.9761	27.9204	28.7579	29.6207	30.5093	31.4246	32.3673	33.3383	34.3385	35.1969	36.1648	37.1594	38.1813	39.2312
Bi-Weekly	2024.38	2085.12	2158.09	2233.63	2300.63	2369.66	2440.75	2513.97	2589.38	2667.06	2747.08	2815.75	2893.19	2972.75	3054.50	3138.50
Annual	52,634	54,213	56,110	58,074	59,816	61,611	63,459	65,363	67,324	69,344	71,424	73,210	75,223	77,292	79,417	81,601

The hourly rates are July 13, 2003 multiplied by 102%. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

SALARY SCHEDULE L – POLICE UNIT PERSONNEL
EFFECTIVE JANUARY 9, 2005

PRINCE GEORGE'S COUNTY, MARYLAND

STEPS: YEARS SERVICE:	OF	A	B	C	D	E	F	G	H	I	J	K	L	M	N		
		Entry	1.5	3	4	5	6	7	8	9	10	11	12	13	14+		
L01 - Police Officer																	
Hourly		18.4991	19.0541	20.0068	20.7070	21.3282	21.9681	22.6271	23.3060	24.0051	24.7253	25.4670	26.2311	26.9524	27.6936		
Bi-Weekly		1479.93	1524.33	1600.54	1656.56	1706.26	1757.45	1810.17	1864.48	1920.41	1978.02	2037.36	2098.48	2156.19	2215.49		
Annual		38,478	39,633	41,614	43,071	44,363	45,694	47,064	48,476	49,931	51,429	52,971	54,561	56,061	57,603		
STEPS: YEARS SERVICE:	OF	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		1	2	3	4	5	6	7	8	9	10	11	12	13	14-15	16-17	18+
L02 - Police Officer First Class																	
Hourly		19.9128	20.5102	21.5357	22.2895	22.9582	23.6469	24.3563	25.0870	25.8396	26.6148	27.4133	28.0986	28.8713	29.6653	30.4811	31.4260
Bi-Weekly		1593.03	1640.82	1722.86	1783.16	1836.65	1891.75	1948.51	2006.96	2067.17	2129.19	2193.06	2247.89	2309.71	2373.22	2438.49	2514.08
Annual		41,419	42,661	44,794	46,362	47,753	49,186	50,661	52,181	53,746	55,359	57,020	58,445	60,052	61,704	63,401	65,366
L03 - Police Corporal																	
Hourly		21.3311	21.9711	23.0696	23.8771	24.5934	25.3312	26.0911	26.8738	27.6800	28.5104	29.3658	30.0999	30.9277	31.7782	32.6521	33.6643
Bi-Weekly		1706.49	1757.69	1845.57	1910.16	1967.47	2026.49	2087.29	2149.91	2214.40	2280.84	2349.26	2407.99	2474.21	2542.25	2612.17	2693.14
Annual		44,369	45,700	47,985	49,664	51,154	52,689	54,269	55,898	57,575	59,302	61,081	62,608	64,330	66,099	67,916	70,022
L04 - Police Sergeant																	
Hourly		23.4645	24.1685	25.3769	26.2651	27.0531	27.8647	28.7006	29.5616	30.4485	31.3619	32.3028	33.1103	34.0209	34.9564	35.9178	37.0312
Bi-Weekly		1877.16	1933.48	2030.15	2101.21	2164.24	2229.17	2296.05	2364.93	2435.88	2508.95	2584.22	2648.83	2721.67	2796.52	2873.42	2962.50
Annual		48,806	50,270	52,784	54,631	56,270	57,958	59,697	61,488	63,333	65,233	67,190	68,870	70,763	72,709	74,709	77,025
L05 - Police Lieutenant																	
Hourly		25.8109	26.5852	27.9145	28.8915	29.7583	30.6510	31.5705	32.5176	33.4932	34.4980	35.5329	36.4212	37.4228	38.4519	39.5094	40.7342
Bi-Weekly		2064.87	2126.82	2233.16	2311.32	2380.66	2452.08	2525.64	2601.41	2679.45	2759.84	2842.63	2913.70	2993.83	3076.16	3160.75	3258.73
Annual		53,687	55,297	58,062	60,094	61,897	63,754	65,667	67,637	69,666	71,756	73,908	75,756	77,839	79,980	82,179	84,727

The hourly rates are January 11, 2004 rates with the following adjustments: Increase STEP C to 5%, STEP P to 3.1% and add a 2% COL. For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.

ATTACHMENT B – PENSION PLANS

Prior to July 1, 1992, officers who participate in Pension Plan A (the Old Plan) will be afforded the opportunity to transfer to Pension Plan B (the New Plan) and commence participation in Plan B effective July 1, 1992. The election of any officer who so chooses Plan B is irrevocable. The two Plans are described as follows:

PLAN A

The benefits payable under Plan A are the benefits payable under the pension plan that was in effect prior to the enactment of this Agreement, except that:

For each additional year of service over twenty (20) years, the pension benefit shall be increased by two and one-half percent (2 1/2%) up to a maximum benefit of seventy- five percent (75%) (i.e., after thirty (30) years of service).

For a sixty-day window period following the effective date of this Agreement, officers who participate in Pension Plan A will be afforded the opportunity to transfer to Pension Plan B and commence participation in Plan B effective July 1, 1997, provided that (1) the election of any officer who chooses to transfer to Plan B is irrevocable and (2) the officers choosing to transfer from Plan A to Plan B shall pay the additional costs, if any, imposed on the Pension Plan by these transfers in the form of additional employee contributions to the retirement system over a period of up to five years. These additional costs, if any, will be calculated by the actuaries and disclosed to all officers in Plan A prior to the sixty-day window period.

Effective July 1, 1999, a one-time election will be provided to officers in Pension Plan A to select a variation providing an increase in normal retirement benefit from fifty percent (50%) to fifty-two percent (52%) and a decrease in service connected disability retirement benefits from seventy percent (70%) to sixty-four percent (64%).

Effective July 1, 2001, a one-time election will be provided to officers in Pension Plan A or the variation of Plan A. For officers still in Plan A, they may select a variation providing an increase in normal retirement after twenty (20) years of service from fifty percent (50%) or fifty-two percent (52%), while service-connected disability retirement under this Pension Plan A shall be decreased from seventy percent (70%) or sixty-four percent (64%). For officers already in the variation of Plan A, they may select another variation providing an increase in normal retirement after twenty (20) years of service from fifty-two percent (52%) to fifty-four percent (54%), while service-connected disability retirement under this variation of Plan A shall be decreased from sixty-four percent (64%) to sixty percent (60%).

PLAN B

The normal retirement benefit (i.e., twenty (20) years) is sixty percent (60%) of the high two (2) year average. For each additional year of service the pension benefit shall be increased by two and one-half percent (2.5%) up to a maximum of eighty-five percent (85%) (i.e., after thirty (30) years of service). The retirement benefits for non-line-of-duty disability shall continue to be fifty percent (50%). The retirement benefits for officers with less than twenty (20) years of service for line-of-duty disability is seventy percent (70%) for the first one year (first twelve (12)

monthly payments) of benefit payments, and then is reduced to fifty-five percent (55%) thereafter. Officers with twenty (20) or more years of service are not eligible for this disability benefit.

An officer who is permanently and totally disabled in the line of duty such that he/she is unable to perform the duties of any occupation will receive a ninety percent (90%) disability benefit regardless of years of service. The loss of both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof, in the line of duty, creates a rebuttable presumption that the officer is totally and permanently disabled within the meaning of this provision.

Officers who are hired after December 31, 1989 will participate in Plan B only with the further modification that line-of-duty disability benefits are fifty-five percent (55%) from the outset (i.e., no one year at seventy percent (70%)).

Subject to approval by the Internal Revenue Service, officers who are in Plan B and are disabled after twenty years of service will remain eligible for disability retirement, and, if they retire due to a service- connected disability after their retirement date, will receive their normal retirement benefit offset by the disability benefit, in addition to the nontaxable disability benefit. For example, an officer with twenty-two (22) years of service is eligible for a normal retirement of sixty-five percent (65%) (sixty percent (60%) for twenty (20) years, five percent (5%) for additional two (2) years); if disabled on the job, the officer would receive fifty-five percent (55%) tax free disability benefit and ten percent (10%) taxable pension benefit, instead of current sixty-five percent (65%) taxable pension.

ATTACHMENT C – PHYSICAL AGILITY TEST

PHYSICAL AGILITY TEST

A. Officers hired on or after July 1, 2001 must successfully pass the Physical Agility Test (PAT) as described below.

1. In order to be eligible to take a promotional examination at any rank, an officer must have passed the PAT within the twelve- (12) month period prior to the promotional examination.

2. In order to be eligible for a merit increase, an officer must have passed the PAT within the twelve- (12) month period prior to the officer's anniversary date.

3. Recruits in the Academy will have to pass the test while in the Academy to meet graduation requirements. Completion of the test while in the Academy will count for eligibility for their first merit increase. Other officers will normally be scheduled to take the test approximately three (3) to six (6) months prior to their anniversary date, but it is understood that these officers may actually take the test outside of this general time frame. The successful completion of the test will count so long as it is within twelve (12) months prior to their anniversary date.

4. For officers who do not pass the test prior to their anniversary date, they will have up to a year from their anniversary date to cure the failure. If an officer does not pass the test prior to his or her anniversary date but then passes it after his or her anniversary date, the officer will receive the merit increase the officer should have received on his or her anniversary date, but the resultant pay increase will be prospective only. Furthermore, if an officer who did not successfully complete the test prior to his or her anniversary date subsequently cures the failure after his or her anniversary date, the successful completion of the test will cure the previous failure but will not also count as a successful completion of the test for his or her upcoming anniversary date. In these circumstances, the officer will have to wait a reasonable period of time, generally considered to be thirty (30) to forty-five (45) days, before taking the test again for credit towards his or her upcoming anniversary date.

5. An officer has only one (1) year after his or her anniversary date to cure a test failure. After the one (1) year period has expired (i.e., after the officer passes his or her next anniversary date), the opportunity to cure the failure is lost, and the opportunity to restore the lost step increase is therefore also lost.

An example might help to illustrate some of the points covered above. Let's assume an officer is hired on July 1, 2001. That officer will be provided with the opportunity to take the Physical Agility Test during Academy training. Once the officer successfully completes the test, the officer will then be eligible for a merit increase in July of 2002, provided that he or she meets all other requirements for a merit increase.

In years subsequent to graduation from the Academy, if an officer does not pass the Physical Agility Test, the officer will be provided with additional opportunities in the subsequent year to pass the test prior to his/her anniversary date. Assuming that the Officer's anniversary date is

July 2002, the officer will not receive a merit step increase until he/she passes the Physical Agility Test in the subsequent year, that is, from July 2002 to July 2003 to pass the test. If the officer passes the test in February 2003, for example, he/she will receive the step increase that the officer did not receive in July 2002, but it will be prospective only and not retroactive to July 2002. Additionally, the officer will then have to wait a period of thirty (30) to forty-five (45) days, and then retake the test in order to be eligible for the anniversary increase he/she would otherwise be eligible to receive in July 2003.